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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

TRISHAN AIR, INC.; KERRY  
ACQUISITIONS, LLC.; and  
KOOSHAREM CORPORATION,

Plaintiffs,

v.

DASSAULT FALCON JET CORP.;  
DASSAULT AVIATION; DASSAULT  
AIRCRAFT SERVICES, and DOES  
1-10,

Defendants.

CASE NO: CV 08-7294 VBF (CW<sub>x</sub>)

**AMENDED JUDGMENT**

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This matter was duly tried before a jury, commencing on May 3, 2011 with the Honorable Valerie Baker Fairbank presiding. The matter was submitted to the jury in two phases, the first was on the issue of liability and the second on the issue of damages. The submission to the jury came by means of special verdict form.

On May 20, 2011 and May 25, 2011, respectively, the jury returned its verdict by way of answering the special verdict questions submitted.

On May 31, 2011, the Court signed the proposed Judgment submitted by Plaintiffs.

1 On July 29, 2011, the Court issued its ruling on post-trial motions brought by  
2 Defendants Dassault and Plaintiffs by way of an order that, among other things:  
3 (1) granted in part Dassault's Motion to Amend the Judgment to reflect judgment that  
4 Plaintiffs take nothing on the negligence, strict liability, and implied warranty claims  
5 against Dassault on the basis of the California Economic Loss Rule and the jury's  
6 special finding No. 31 regarding implied warranty; (2) granted in part Dassault's  
7 Motion to Amend the Judgment to reduce Plaintiffs' principal damage award on the  
8 breach of express warranty claim by 70%; and (3) granted in part Plaintiffs' Motion to  
9 Amend Judgment to Add Prejudgment Interest.

10 ACCORDINGLY, pursuant to the jury's special verdicts (Phase I and II) and the  
11 Court's rulings of law on post-trial motions, IT IS ADJUDGED that:

12 1. Based on the Court's July 29, 2011 Order on post-trial motions and the  
13 application of the California Economic Loss Rule and the jury's special finding No. 31  
14 regarding implied warranty, judgment is hereby entered in favor of Defendants  
15 Dassault Falcon Jet Corp. and Dassault Aviation on Plaintiffs' claims for product  
16 liability, negligence, and breach of implied warranty. Plaintiffs Trishan Air, Inc., Kerry  
17 Acquisitions, LLC and Koosharem Corporation shall take nothing from Defendants  
18 Dassault Falcon Jet Corp. and Dassault Aviation on their claims for product liability,  
19 negligence, and breach of implied warranty.

20 2. On the claim of Plaintiffs Trishan Air, Inc., Kerry Acquisitions, LLC and  
21 Koosharem Corporation for breach of express warranty, pursuant to the jury's finding  
22 of fault and the Court's July 29, 2011 Order on post-trial motions as to the application  
23 of comparative fault to claims for breach of express warranty under California law,  
24 Plaintiffs shall recover from Defendants Dassault Falcon Jet Corp. and Dassault  
25 Aviation the sum of \$3,507,996.86, which represents the total principal damages found  
26 by the jury (\$11,693,222.85) reduced by the percentage of fault attributed to the  
27 Plaintiffs by the jury (70%) .

28 3. Plaintiffs shall take nothing from Defendant FlightSafety International,

1 Inc. on any claim against said Defendant in this matter.

2 4. Defendant and Third-Party Plaintiff FlightSafety International, Inc. shall  
3 take nothing from Third-Party Defendant Select Personnel Services, Inc. on any claim  
4 against said Third-Party Defendant in this matter.

5 5. Counter-Claimant FlightSafety International, Inc. shall take nothing from  
6 Counter-Defendants Trishan Air, Inc., Kerry Acquisitions, LLC or Koosharem  
7 Corporation on any claim against said Counter-Defendants in this matter.

8 6. Pursuant to California Civil Code Section 3287(b), Plaintiffs Trishan Air,  
9 Inc., Kerry Acquisitions, LLC and Koosharem Corporation shall recover from  
10 Defendants Dassault Falcon Jet Corp. and Dassault Aviation the sum of \$412,903.57 in  
11 prejudgment interest on the diminution of the aircraft's value and loss of use of the  
12 aircraft.

13 7. This Amended Judgment will bear interest at the judgment rate until fully  
14 satisfied.

15 Dated: October 21, 2011

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18 Percy Anderson  
19 United States District Judge  
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